

INTERGOVERNMENTAL AGREEMENT
WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County," on behalf of Washington County Cooperative Library Services, hereinafter referred to as "WCCLS," and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, Sherwood, Tigard, and Tualatin, and the Cedar Mill Community Library Association and the Garden Home Community Library Association, hereinafter referred to as "Contractor(s)."

WITNESSETH

WHEREAS, Washington County has approved funding for county-wide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS, a Public Library Services Agreement exists to define the method for distribution of those funds and the rights and responsibilities of WCCLS and Contractors in the provision of county-wide library services; and

WHEREAS, the parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries; and

WHEREAS, all parties are desirous of providing residents of Washington County with access to public library services and Contractors are capable of providing such access and services; and

WHEREAS the participating jurisdictions now desire to enter into another Agreement to provide, among other things, for an Executive Board and Policy Board among the participating jurisdictions and assigning responsibilities thereto in order to serve as advisors to the County regarding the provision of county-wide library service;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

- A. WCCLS (Washington County Cooperative Library Services) – An agency of county government which exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B. WCCLS Network – The consortium of public, academic, special and school libraries in Washington County, which exists to provide countywide library service.

- C. WILInet (Washington County Inter-Library Information Network) – An integrated, automated library system, including but not limited to WILI, which is comprised of the integrated library system software (online circulation, public access catalog, cataloging and acquisitions software), and other databases, Internet resources, central site hardware and telecommunications equipment.
- D. Qualified Borrowers – All Washington County residents, residents of counties with which Washington County has reciprocal borrowing agreements, and other paid card holders.
- E. West Slope Community Library - The public library that is a department of WCCLS and managed by the County. For purposes of funding, West Slope is treated as a Contractor, but is not a signatory to this Agreement.
- F. WCCLS Library Directors' Board – The executive body of the WCCLS Network; advisory to the Cooperative Library Advisory Board and the WCCLS Manager.
- G. Cooperative Library Advisory Board (CLAB) – The board appointed by the Washington County Board of County Commissioners to develop, review and recommend library service policies, representing Public Library Services Agreement Contractors and the West Slope Community Library. CLAB is advisory to the Board of County Commissioners and to the Cooperative Library Services Manager.

2. TERM OF AGREEMENT

This Agreement shall be in effect from January 1, 2006 and shall remain in effect perpetually thereafter, until such time as this Agreement is wholly or partially terminated pursuant to Section 9 herein.

3. GOVERNING BODY

WCCLS shall continue to be governed by the Washington County Board of County Commissioners. A WCCLS Executive Board, described below, shall be established to advise the Board of County Commissioners and the Cooperative Library Services Manager on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.

The WCCLS Executive Board shall replace the current Cooperative Library Advisory Board. A WCCLS Policy Group, also described below, shall be established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Manager. The WCCLS Policy Group shall replace the current Library Directors' Board.

4. WCCLS EXECUTIVE BOARD

A. Membership

The Executive Board shall consist of twelve (12) voting Board Members (“Members”) representing the ten current Contracting library service providers, the West Slope Community Library, and Washington County. For the cities of Beaverton, Cornelius, Forest Grove, Hillsboro, Sherwood, Tigard, and Tualatin, the Members shall be the chief administrative officers of those jurisdictions or their designees. For the City of Banks, the Cedar Mill Community Library Association and the Garden Home Community Library Association, the Members shall be representatives designated by the Contractors’ governing boards. For the West Slope Community Library, the Member shall be a representative of the community appointed by the Board of County Commissioners. The Washington County Administrator (or designee) shall represent countywide services. The Executive Board will meet as needed and will convene either prior to or immediately following the city/county managers’ meetings.

B. Non-Voting Members

The Chair and Vice-Chair of the WCCLS Policy Group shall serve as Members of the Executive Board in an ex-officio capacity.

C. Appointments to the WCCLS Executive Board

Except as otherwise specified herein, appointments for all Contractors and the County are continuous and Members shall serve at the pleasure of their appointing authorities. The West Slope Community Library representative shall be appointed by the Board of County Commissioners for a two year term, which can be renewed.

D. Responsibilities

The Executive Board shall advise the Board of County Commissioners, the County Administrator and the Cooperative Library Services Manager on issues pertaining to funding for countywide library services, the distribution of financial resources by WCCLS for direct public library services, and long-term governance and funding strategies. This includes but is not limited to the following matters:

1. Provide recommendations regarding contracts related to the provision of centrally provided support services when Board of County Commissioner approval is required,
2. Review Policy Group recommendations for central service plans and budget allocations, forward the Executive Board’s recommendations regarding the same to the County Administrator and the Board of County Commissioners for inclusion in WCCLS annual budget requests,
3. Review recommended allocation amounts and funding distribution formulas to be included in the Public Library Services Agreement; provide jurisdictional endorsements of such Agreements and recommend to the County Administrator and the Board of County Commissioners for approval,

4. Consider and recommend to the Cooperative Library Services Manager, the County Administrator and the Board of County Commissioners any changes regarding governance of Members or membership for WCCLS or the Executive Board,
5. Recommend long term funding strategies for countywide library service to the County and Board of County Commissioners,
6. Develop recommendations for the County and the Board of County Commissioners regarding supplemental funding strategies for countywide library services.

E. Schedule of Meetings

The Executive Board at its first organizational meeting or as soon thereafter as reasonable, shall adopt rules governing its procedures, and which shall include at a minimum: 1) time and place of regular meetings; 2) the method and manner of calling special meetings; 3) the method, term and manner of establishing committees or sub-committees; and 4) Executive Board by-laws and rules of procedure. The Executive Board shall meet as needed to adequately execute its duties and responsibilities. The first organizational meeting shall be a joint meeting with the WCCLS Policy Group and thereafter a joint meeting of the two boards shall be held annually. All meetings of the Executive Board and the WCCLS Policy Group shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 to 192.710.

F. Election of Officers

The Executive Board at its first organizational meeting or as soon thereafter as reasonable, shall elect a Chair and Vice Chair/Chair Elect. The term of the officers shall be for two years, with elections held at the Executive Board's annual meeting. The Chair, or the Vice Chair/Chair Elect in his/her absence, shall preside over all meetings of the Executive Board. The Cooperative Library Services Manager (or designee) shall serve as Clerk of the Board and be responsible for providing notices of meetings and keeping minutes, as required by Oregon Public Meeting Laws.

G. Quorum

A majority of the Members of the Executive Board shall constitute a quorum. All decisions of the Board, unless otherwise provided herein, shall require the presence of a quorum and a majority vote of those representatives in attendance. No recommendation regarding a formula for allocating county funds through the Public Library Services Agreement shall be forwarded to the Board of Commissioners unless it receives the votes of a majority of the Members of the Executive Board.

H. Voting

Each Member of the Executive Board shall have one vote. In the event that a Member is unable to attend a meeting in which a vote is scheduled to take place, the Member may appoint a designee to attend and vote in his/her place. Under circumstances when neither a Member nor his/her designee can attend, a Member may, prior to the meeting, submit his/her vote to the Chair on a specific issue under signature in writing or by email that clearly identifies the sender.

I. Adding or Subtracting Members

Members shall be added to the Executive Board, as needed, to represent new library service providers admitted to WCCLS through the Public Library Services Agreement (PLSA). Members shall be subtracted from the Executive Board at such time as a library service provider withdraws from membership in WCCLS and ceases to be a party to the PLSA, or when a city assumes management and fiscal responsibilities for operating a community library, or when two or more library service providers merge into one administrative entity. A library that changes its governance (EX: a city library becomes a community library, or a city or community library establishes a library district) retains its membership rights in WCCLS including membership on the Executive Board and authority to receive funds through the Public Library Services Agreement.

5. WCCLS POLICY GROUP

A. Membership

The WCCLS Policy Group (“Policy Group”) shall consist of twelve (12) voting Members representing the ten (10) current contracting library service providers, the West Slope Community Library, and a library that is a non-public library WILnet member (either Tuality Health Information Resource Center or the Oregon College of Art and Craft library). These twelve Members shall be the library directors or their designees. The Policy Group shall replace the current Library Directors’ Board.

B. Responsibilities

The Policy Group shall advise the WCCLS Executive Board and the Cooperative Library Services Manager on issues pertaining to the development and implementation of policies and procedures for delivery of public library services to all county residents, and to provide technical and professional support for the WCCLS Executive Board. This includes but is not limited to the following matters:

1. Develop, approve and implement shared policies and procedures for the delivery of direct public library services by member libraries,
2. Advise the Cooperative Library Services Manager on issues related to the provision of library services to special populations,
3. Advise the Cooperative Library Services Manager on operational considerations for contracts related to the provision of centrally provided support services,
4. Recommend annual service plans and review budget allocations for centrally provided support services and library services to special populations to the Cooperative Library Services Manager and the Executive Board,
5. Advise the Cooperative Library Services Manager and the Executive Board on the allocation of County resources for direct public library service delivery and the formula used to distribute such resources,
6. Provide technical and professional support for the Executive Board regarding governance of members and membership in WCCLS,

7. Encourage and provide a forum for positive and timely communication among library directors and staff to continuously evaluate and improve library services to county residents,
8. Develop recommendations for long term funding needs and strategies for the Executive Board,
9. Provide technical and professional support for the Executive Board regarding supplemental funding strategies for countywide library services,
10. Keep abreast of library trends and developments; evaluate and recommend service implementation changes as needed to the Cooperative Library Services Manager.

C. Schedule of Meetings

The Policy Group at its first organizational meeting or as soon thereafter as reasonable, shall adopt rules governing its procedures, and include at a minimum: 1) time and place of regular meetings; 2) method and manner of calling special meetings; 3) method of establishing committees or sub-committees; and 4) Policy Board by-laws and rules of procedure. The Policy Group shall meet monthly or as needed to execute its duties and responsibilities. The first organizational meeting shall be a joint meeting with the WCCLS Executive Board and thereafter a joint meeting of the two boards shall be held annually. All meetings of the Policy Group and the Executive Board shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 to 192.710.

D. Election of Officers

The Policy Group at its first organizational meeting or as soon thereafter as reasonable, shall elect a Chair and Vice Chair/Chair Elect. The term of the officers shall be for one year, with elections held at the Policy Group's annual meeting. The Chair, or the Vice Chair/Chair Elect in his/her absence, shall preside over all meetings of the Policy Group. The Cooperative Library Services Manager (or designee) shall serve as Clerk of the Board and be responsible for providing notices of meetings and keeping minutes, as required by Oregon Public Meeting Laws.

E. Quorum

A majority of the Members of the Policy Group shall constitute a quorum. All decisions of the Group, unless otherwise provided herein, shall require the presence of a quorum and a majority vote of those representatives in attendance. No recommendation regarding a formula for allocating county funds through the Public Library Services Agreement shall be forwarded to the Executive Board unless it receives the votes of a majority of the Members of the Policy Group.

F. Voting

Each voting Member of the Policy Group shall have one vote. Under circumstances when a Member cannot attend, he/she may, prior to the meeting, submit a vote to the Chair on a specific issue under signature in writing or by email that clearly identifies the sender.

G. Adding or subtracting members

Member representatives shall be added to the Policy Group, as needed, to represent new library service providers admitted to WCCLS through the Public Library Services Agreement. Member representatives shall be subtracted from the Policy Group at such time as a library service provider withdraws from membership in WCCLS and ceases to be a party to the PLSA, or when a city assumes management and fiscal responsibilities for operating a community library, or when two or more library service providers merge into one administrative entity. A library that changes its governance (EX: a city library becomes a community library, or a city or community library establishes a library district) retains its membership on the Policy Group.

6. AMENDMENTS

All changes, modifications, or amendments to this Agreement shall only be considered upon approval of three fourths (3/4) of the Member representatives of the Executive Board. Following a recommendation from the Executive Board, this Agreement may be changed, modified, or amended only in writing and upon approval of all of the parties to this Agreement.

7. SEVERABILITY

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of the Agreement.

8. INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

9. TERMINATION

This Agreement may be terminated only pursuant to the following:

- A. This Agreement shall terminate as to any individual party upon that party ceasing to be a party to the Public Library Services Agreement (PLSA) dated 1/20/04.
- B. This Agreement shall terminate in its entirety, as to all parties, upon execution of a declaration signed by three-fourths (3/4) of all parties to this Agreement terminating its effectiveness.

10. COMPLIANCE WITH LAWS

Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services and activities provided under this Agreement.

11. LIABILITY AND INDEMNIFICATION

Notwithstanding that actions by some or all of the parties to this Agreement may be undertaken on behalf of the others, each party agrees to be responsible for the consequences of any wrongful acts of the party's employee as they affect any other party or a person not a party to this Agreement. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to indemnify the other parties and each of them, and hold each and all harmless from any and all claims, actions or suits arising out of a wrongful act of the first party's employee done in the course and scope of this Agreement.

12. NO BENEFITS

No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

13. NOTICE

Any Contractor shall give immediate written notice to the County of any action or suit filed or any claim made against that party that may result in litigation and is directly related to this Agreement.

14. INSURANCE

Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this agreement at levels necessary to protect against public body liability as specified in ORS 30.270. Contractors which are community libraries shall provide certification of insurance upon request.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

16. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

FOR THE CONTRACTOR:

Signature

Title

Date

FOR WASHINGTON COUNTY:

Signature

Title

Washington County

APPROVED AS TO FORM:

Sr. Assistant County Counsel